

|   |  |   |  |  |                 |  |                   |
|---|--|---|--|--|-----------------|--|-------------------|
| <b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b>   |  |   |  | <b>1. Requisition Number</b><br>SEE SCHEDULE   |                 | <b>Page</b> 1 <b>Of</b> 22   |                   |
| <b>Offeror To Complete Block 12, 17, 23, 24, &amp; 30</b>   |  |   |  |  |                 |  |                   |
| <b>2. Contract No.</b><br>W52H09-04-C-0043  |  | <b>3. Award/Effective Date</b><br>2003DEC13   |  | <b>4. Order Number</b>   |                 | <b>5. Solicitation Number</b>  |                   |
| <b>7. For Solicitation Information Call:</b>  |  | <b>A. Name</b><br>JANE THORNTON   |  | <b>B. Telephone Number (No Collect Calls)</b><br>(309)782-5626   |                 | <b>6. Solicitation Issue Date</b>  |                   |
| <b>9. Issued By</b><br>TACOM-ROCK ISLAND<br>AMSTA-AQ-ARCC-B<br>ROCK ISLAND IL 61299-7630<br><br><b>e-mail:</b> THORNTONJ@RIA.ARMY.MIL   |  | <b>Code</b> W52H09<br><br><b>10. This Acquisition Is</b><br><input checked="" type="checkbox"/> Unrestricted<br><input type="checkbox"/> Set Aside: % For<br><input type="checkbox"/> Small Business<br><input type="checkbox"/> Small Disadv Business<br><input type="checkbox"/> 8(A)<br><br><b>SIC:</b><br><b>Size Standard:</b> |  | <b>11. Delivery For FOB Destination Unless Block Is Marked</b>   |                 | <b>12. Discount Terms</b><br>NET 30 DAYS   |                   |
|   |  |   |  | <input checked="" type="checkbox"/> See Schedule   |                 |  |                   |
|   |  |   |  | <input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)  |                 |  |                   |
|   |  |   |  | <b>13b. Rating</b> DOA5  |                 |  |                   |
|   |  |   |  | <b>14. Method Of Solicitation</b>  |                 | <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP |                   |
| <b>15. Deliver To</b><br>XU W0K4 USA PINE BLUFF ARS<br>ARMY NON AMMO FIELD SERVICE ACCT<br>53 990 507TH STREET<br>PINE BLUFF AR 71602-9500  |  | <b>Code</b> W41CE8  |  | <b>16. Administered By</b><br>DCMA PHILADELPHIA<br>700 ROBBINS AVENUE BLDG 4-A<br>PO BOX 11427<br>PHILADELPHIA PA 19111-0427   |                 | <b>Code</b> S3915A   |                   |
| <b>Telephone No.</b>  |  |   |  | <b>17. Contractor/Offeror</b> <b>Code</b> 77902 <b>Facility</b>  |                 |  |                   |
| ROHM AND HAAS COMPANY<br>100 INDEPENDENCE MALL WEST<br>PHILADELPHIA, PA. 19106-2399   |  |   |  | <b>18a. Payment Will Be Made By</b> <b>Code</b> HQ0337<br>DFAS COLUMBUS CENTER<br>NORTH ENTITLEMENT OPERATIONS<br>PO BOX 182266<br>COLUMBUS OH 43218-2266  |                 |  |                   |
| <b>Telephone No.</b>  |  |   |  | <b>18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked</b><br><input type="checkbox"/> See Addendum   |                 |  |                   |
| <input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer  |  |   |  |  |                 |  |                   |
| <b>19. Item No.</b>   | <b>20. Schedule Of Supplies/Services</b>   |   |  | <b>21. Quantity</b>  | <b>22. Unit</b> | <b>23. Unit Price</b>  | <b>24. Amount</b> |
|   | SEE SCHEDULE<br>Contract Expiration Date: 2005APR30<br>(Attach Additional Sheets As Necessary) |   |  |  |                 |  |                   |
| <b>25. Accounting And Appropriation Data</b><br>ACRN: AA 97 X4930AC61 6D 26FB S19130 W13G07   |  |   |  |  |                 | <b>26. Total Award Amount (For Govt. Use Only)</b><br>\$8,100,000.00                   |                   |
| <input type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached.  |  |   |  |  |                 | <input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.                |                   |
| <input checked="" type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda  |  |   |  |  |                 | <input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.     |                   |
| <b>28. Contractor Is Required To Sign This Document And Return</b> <u>2</u> <b>Copies</b><br><input checked="" type="checkbox"/> To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein. |  |   |  | <b>29. Award Of Contract: Reference</b> <u>W52H0904R0066</u> <b>Offer</b><br><input checked="" type="checkbox"/> Dated _____. Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items: SEE SCHEDULE |                 |  |                   |
| <b>30a. Signature Of Offeror/Contractor</b>   |  |   |  | <b>31a. United States Of America (Signature Of Contracting Officer)</b>  |                 |  |                   |
| <b>30b. Name And Title Of Signer (Type Or Print)</b>  |  | <b>30c. Date Signed</b>   |  | <b>31b. Name Of Contracting Officer (Type Or Print)</b><br>MARGARET C TUFTEE /SIGNED/<br>TUFTEEM@RIA.ARMY.MIL (309)782-7163  |                 | <b>31c. Date Signed</b>  |                   |
| <b>32a. Quantity In Column 21 Has Been</b><br><input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted And Conforms To The Contract Except As Noted   |  |   |  | <b>33. Ship Number</b>   |                 | <b>34. Voucher Number</b>  |                   |
|   |  |   |  | <input type="checkbox"/> Partial <input type="checkbox"/> Final  |                 |  |                   |
| <b>32b. Signature Of Authorized Government Representative</b>   |  |   |  | <b>32c. Date</b>   |                 | <b>35. Amount Verified Correct For</b>   |                   |
|   |  |   |  |  |                 |  |                   |
| <b>32b. Signature Of Authorized Government Representative</b>   |  |   |  | <b>32c. Date</b>   |                 | <b>37. Check Number</b>  |                   |
|   |  |   |  |  |                 |  |                   |
| <b>41a. I Certify This Account Is Correct And Proper For Payment</b>  |  |   |  | <b>42a. Received By (Print)</b>  |                 |  |                   |
| <b>41b. Signature And Title Of Certifying Officer</b>   |  |   |  | <b>41c. Date</b>   |                 | <b>42b. Received At (Location)</b>   |                   |
|   |  |   |  |  |                 |  |                   |
|   |  |   |  | <b>42c. Date Recd (YYMMDD)</b>   |                 | <b>42d. Total Containers</b>   |                   |
|   |  |   |  |  |                 |  |                   |

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|---|--|----------------------------|
| <b>CONTINUATION SHEET</b>                                   | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W52H09-04-C-0043 <b>MOD/AMD</b> | <b>Page</b> 2 <b>of</b> 22 |
| <b>Name of Offeror or Contractor:</b> ROHM AND HAAS COMPANY |  |                            |

SUPPLEMENTAL INFORMATION

A-01                                Under the terms and conditions of this contract the Government will purchase from Rohm and Haas Company a quantity of 28,125 pounds of Ambersorb 348F manufactured at the Philadelphia facility. The purchase price is \$288.00 per pound. The Ambersorb 348F will be shipped FOB: Destination to Pine Bluff Arsenal as stated in Schedule B.

A-02                                Rohm and Haas Company agrees to supply the U.S. Army or their designated agent Amberlyst XN1010 Dry and Ambersep 900 OH in the correct ratio(s) that when combined with the Ambersorb 348F purchased under this contract will yield Ambergard XE555.

A-03                                Rohm and Haas Company shall prepare and submit for approval by the Government its Small Business Subcontracting Plan prior to commencement of work under this contract.

\*\*\* END OF NARRATIVE A 001 \*\*\*

| <u>Regulatory Cite</u>   | <u>Title</u>   | <u>Date</u> |
|--|--|-------------|
| 1            HQ, DA  | NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES | JUL/1993    |
| (a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.  |  |             |
| (b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.  |  |             |
| (c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so. |  |             |

(End of Clause)

(AA7020)

|  |  |          |
|--|--|----------|
| 2  | 52.201-4501      NOTICE ABOUT TACOM-RI OMBUDSMAN<br>TACOM-RI | APR/2002 |
| a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.  |  |          |
| b. If you think that this solicitation:  |  |          |
| 1. has inappropriate requirements; or  |  |          |
| 2. needs streamlining; or  |  |          |
| 3. should be changed   |  |          |
| you should first contact the buyer or the Procurement Contracting Officer (PCO).   |  |          |
| c. The buyer's name, phone number and address are on the cover page of this solicitation.  |  |          |
| d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are: |  |          |
| U.S. Army TACOM-RI<br>AMSTA-AQ-AR (OMBUDSMAN)<br>Rock Island IL 61299-7630   |  |          |

Name of Offeror or Contractor: ROHM AND HAAS COMPANY

Phone: (309) 782-3224  
Electronic Mail Address: ombudsman@ria.army.mil

e. If you contact the Ombudsman, please provide him with the following information:

- (1) TACOM-RI solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

352.204-4506PUBLIC ACTIVITY INVOLVEMENTFEB/2003TACOM-RI

Subcontract opportunities under this solicitation and any resulting contracts are open to competition between Department of Defense activities and private firms. In addition, Army Industrial Facilities are available to sell manufactured articles or to perform work at such Facilities on behalf of Offerors, in certain circumstances and as permitted by law. Rock Island Arsenal, Watervliet Arsenal, Anniston Army Depot, Sierra Army Depot, and Red river Army Depot have expressed interest in securing subcontracting opportunities under this RFP. For information related to the capabilities of these facilities, and Points of Contact, see [www.gsie.army.mil](http://www.gsie.army.mil)

(End of Clause)

AS7005

452.210-4516COMMERCIAL EQUIVALENT ITEM(S)JUN/1998TACOM-RI

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

552.211-4506INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL DEC/1997TACOM-RI SPECIFICATIONS AND STANDARDS

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

| SPI | MILITARY/FEDERAL<br>SPEC/STANDARD | LOCATION OF<br>REQUIREMENT | FACILITY | ACO |
|-----|-----------------------------------|----------------------------|----------|-----|
|     |                                   |                            |          |     |
|     |                                   |                            |          |     |
|     |                                   |                            |          |     |
|     |                                   |                            |          |     |

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the

|   |  |                            |
|---|--|----------------------------|
| <b>CONTINUATION SHEET</b>                                   | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W52H09-04-C-0043 <b>MOD/AMD</b> | <b>Page</b> 4 <b>of</b> 22 |
| <b>Name of Offeror or Contractor:</b> ROHM AND HAAS COMPANY |  |                            |

bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

|            |                |
|------------|----------------|
| CLIN _____ | PRICE \$ _____ |
| CLIN _____ | PRICE \$ _____ |
| CLIN _____ | PRICE \$ _____ |
| CLIN _____ | PRICE \$ _____ |

(End of clause)

(AS7008)

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52.215-4503

NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED

FEB/2002
- TACOM-RI
- In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>).
  - In response to this mandate, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).
  - IMPORTANT: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.
  - Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI

(TACOM-RI 52.215-4510)

LS7013, Electronic Award Notice - TACOM-RI

(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

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52.233-4503

AMC-LEVEL PROTEST PROGRAM

JUN/1998
- TACOM-RI

|   |  |                            |
|---|--|----------------------------|
| <b>CONTINUATION SHEET</b>                                   | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W52H09-04-C-0043 <b>MOD/AMD</b> | <b>Page</b> 5 <b>of</b> 22 |
| <b>Name of Offeror or Contractor:</b> ROHM AND HAAS COMPANY |  |                            |

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command  
Office of Command Counsel  
ATTN: AMCCC-PL  
5001 Eisenhower Avenue  
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680  
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

<http://www.amc.army.mil/amc/cc/protest.html>

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

|   |             |                        |          |
|---|-------------|------------------------|----------|
| 8 | 52.243-4510 | DIRECT VENDOR DELIVERY | JAN/1999 |
|   | TACOM-RI    |                        |          |

In accordance with the Changes clause of this contract, the contractor may be called upon to ship directly to the user, in lieu of the destination in the Schedule, to satisfy urgent or backorder situations. In such instances the contractor may be directed to use best commercial packaging. The contractor may also be called upon to ship the item to the new destination within 24 hours of the required delivery date as specified in the Schedule. Please provide your POC, electronic mail address and commercial phone number including area code for this effort below:

(End of clause)

(AS7012)

Name of Offeror or Contractor: ROHM AND HAAS COMPANY

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE   | AMOUNT          |
|---------|---|----------|------|--------------|-----------------|
| 0001    | SUPPLIES OR SERVICES AND PRICES/COSTS<br><br><u>348F ION EXCHANGE RESIN</u><br><br>NSN: Interim Control Number<br>NOUN: 348F ION EXCHANGE RESIN<br>FSCM: 81361<br>PART NR: AMBERSORB 348F (RESIN)<br>SECURITY CLASS: Unclassified   |          | LB   |              |                 |
| 0001AA  | <u>AMBERSORB 348F</u><br><br>NOUN: DECONTAMINATING POW<br>PRON: S64ZB017PC PRON AMD: 02 ACRN: AA<br>AMS CD: 070011<br><br><u>Packaging and Marking</u><br><br><u>Inspection and Acceptance</u><br>INSPECTION: Origin ACCEPTANCE: Origin<br><br><u>Deliveries or Performance</u><br>DOC SUPPL<br><u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u><br>001 W58HZ13336A252 W41CE8 J 1<br><u>DEL REL CD QUANTITY DEL DATE</u><br>001 28,125 30-APR-2005<br><br>FOB POINT: Origin<br><br>SHIP TO: <u>PARCEL POST ADDRESS</u><br>(W41CE8) XU W0K4 USA PINE BLUFF ARS<br>ARMY NON AMMO FIELD SERVICE ACCT<br>53 990 507TH STREET<br>PINE BLUFF AR 71602-9500 | 28125    | LB   | \$ 288.00000 | \$ 8,100,000.00 |

**Name of Offeror or Contractor:** ROHM AND HAAS COMPANY

## DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C-01 Scope of Work. Ambersorb 348F

The contractor shall manufacture and provide to the Government Ambersorb 348F (Ion Exchange Resin, which hereafter may be referred to as 348F. Ambersorb 348F resin is one of three Rohm and Haas proprietary components that comprise Ambergard XE-555 Decontaminating resin. This scope provides for the procurement of 28,100 pounds of Ambersorb 348F manufactured to the same material specifications as previous Rohm and Haas production runs of Ambersorb 348F and provided to the Government. All shipments of Ambersorb 348F shall be tested and certified that it meets the material specifications used during the manufacture of this item. Any manufacturing process changes will be clearly documented and all U.S. Army Medical Command and FDA requirements met. The contractor shall manufacture the 348F using the production capability of the existing rotary kiln cylinder. The contractor shall notify the Government immediately upon determining that the maximum production limitation of the existing rotary kiln cylinder is reached.

t is the intent of the contractor and the Government that all resin shall be manufactured as one production run, and delivered by April 30, 2005. The contractor shall manufacture the maximum amount of resin possible using the existing rotary kiln cylinder. The contractor shall not replace the existing cylinder without the express authorization of the Contracting Officer. The contractor shall notify the Government should the production amount of 28,100 pounds not be possible using the existing cylinder.

\*\*\* END OF NARRATIVE C 001 \*\*\*

C-02.                   The contractor, as directed by the Government, shall ship and deliver the Ambersorb 348F in quantities designated by the Government to Pine Bluff Arsenal, Arkansas.

The contractor shall prepare a DD Form 250 for the signature of the Government's designated Quality Assurance Representative (QAR) who will validate successful quality inspection of samples that meet the current specifications and by the current analytical test methods.

Any quantity of Ambersorb 348F produced, delivered, and stored at Pine Bluff Arsenal for an indefinite period will require that samples from each lot be blended into Ambergard XE-555 resin and analyzed in accordance with Section 4.4.6.9 and 4.4.6.10 of specification ML-D-51563(EA) to confirm that the Ambersorb 348F is still acceptable. The sample will be taken either by the Government or its designated agent. Should the Ambersorb 348F not meet minimum acceptance requirements, the contractor shall reimburse the Government \$288.00 per pound for all nonpredictable Amblers 348F.

The contractor shall supply to the U.S. Army or their designated agent Umbrellas XN1010 Dry and Ambersep 900 OH in the correct ratio(s) that when combined with the stored Ambersorb 348F will yield Ambergard XE-555.

Should the contractor discontinue the commercial production of Amberlyst XN1010 Dry or Ambersep 900 OH, the Government will have the option to make a purchase of the discontinued product. The contractor shall notify the Government in writing at least twelve (12) months prior to the discontinuance of these products.

\*\*\* END OF NARRATIVE C 002 \*\*\*

C-03 TEST PROCEDURE FOR DETERMINATION OF AMBERSORB 348F EFFECTIVENESS

C-03.1 Sorptive Quality.

C-03.1.1 Standardization of Equipment and Solutions

a. Calibrate the spectrophotometer in accordance with manufacturer's instructions. Adjust the wavelength to 351 nm.

b. Make up color standards according to the following dilution procedure;  
(NOTE: Color standards shall be made up and measured on the same day as the resin is tested.)

Weigh 28.6 grams of potassium iodide and dissolve in approximately 100 ml deionized water. Transfer to a 1000 ml volumetric flask and dilute to the mark with deionized water.

Standard 1 - Using a Class A volumetric pipet, add 1 ml of 0.1 N iodine solution to a 500 ml volumetric flask and dilute to the 500 ml mark with the 2.86% potassium iodide solution. (0.0002N iodine)

Standard 2- Using a Class A volumetric pipet, add 25 ml of Standard 1 to a 100 ml volumetric flask and dilute to the 100 ml mark with the 2.86% potassium iodide solution. (0.00005N iodine)

Standard 3 - Using a Class A volumetric pipet, add 10 ml of Standard 1 to a 100 ml volumetric flask and dilute to the 100 ml mark with the 2.86% potassium iodide solution.(0.00002N iodine)

Standard 4 - 2.86% potassium iodide solution. (blank)

- c. With no test tube in the spectrophotometer, adjust the transmittance to 0.0% ( 0.2%).
- d. Place a test tube containing Standard 4 in the spectrophotometer, and adjust the meter to read 100.0% ( 0.2%) transmittance.

NOTE: Due to possible drifting by the instrument, steps c and d should be repeated hourly.

- e. Place test tubes containing Standards 1, 2, and 3 in individual cells of the spectropotometer. Record the transmittance. The expected transmittance values are:

|             |       |   |       |
|-------------|-------|---|-------|
| Standard 1: | 0.5%  | - | 5.0%  |
| Standard 2: | 15.0% | - | 25.0% |
| Standard 3: | 50.0% | - | 60.0% |

C-03.2 Sample Analysis

- a. Using a mortar and pestle, grind Amborsorb 348F resin to a fine powder. In duplicate, weigh 0.3250 grams of the resin to four decimal places into a 1 ounce glass vial.
- b. Add 10 ml of 0.1N iodine solution to each vial.
- c. Cap the vials and shake vigorously on a mechanical shaker set at 160 - 200 cycles/minute for 2 minutes.
- d. Remove the vials from the shaker and immediately filter the solution through a 5.0 micron filter (a second filter may be required). A minimum of 3 ml of filtered solution from each sample is required before proceeding.
- e. Immediately place the filtered solutions in seperate cells of the spectropotometer and measure the percent transmittance when the spectrophotometer is calibrated at 351 nonometers. A percent transmittance for each of the filtered solutions of not less than that of the 0.00005N calibration solution represents an iodine removal of not less than 99.95 percent.

|   |                         |                        |          |
|---|-------------------------|------------------------|----------|
| *** END OF NARRATIVE C 003 ***  |                         |                        |          |
|   | Regulatory Cite         | Title                  | Date     |
| 1   | 52.210-4501<br>TACOM-RI | DRAWINGS/SPECIFICATION | MAR/1988 |
| In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere. |                         |                        |          |
| The following drawing(s) and specifications are applicable to this procurement. NA  |                         |                        |          |
| Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL NA with revisions in effect as of NA (except as follows):   |                         |                        |          |
| Note: Amborsorb 348F is a proprietary product developed privately by Rohm and Haas Company. The Government has no rights, limited or otherwise, to the technical data or to the know-how pertaining to this material.         |                         |                        |          |

|   |  |                            |
|---|--|----------------------------|
| <b>CONTINUATION SHEET</b>                                   | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W52H09-04-C-0043 <b>MOD/AMD</b> | <b>Page</b> 9 <b>of</b> 22 |
| <b>Name of Offeror or Contractor:</b> ROHM AND HAAS COMPANY |  |                            |

PACKAGING AND MARKING

D.01 Packaging and Marking Requirements

In accordance with the specifications and Attachment 001, the contractor shall package the Ambersorb 348F in 55 gallon drums and mark accordingly.

\*\*\* END OF NARRATIVE D 001 \*\*\*

INSPECTION AND ACCEPTANCE

E-01                   The contractor shall ship with a Certificate of Conformance. The contractor's signed certificate shall be attached on the top copy of the Standard Form (SF) 18 distributed to the payment office or attached to the Contracting Administration Officer's copy when contract administration (SF 18) is performed by the Defense Contract Management Command. In addition, a copy of the signed certificate shall also be attached or entered on copies of the SF 18 accompanying the shipment. The certificate shall confirm that supplies or services conform in all respects with all contract requirements.

                  The contractor shall implement and maintain a quality system that ensures the functional and physical conformity of all products. The quality system shall achieve defect prevention and process control, providing adequate quality controls throughout all areas of performance. During contractor performance, the Government reserves the right to review this quality system to assess its effectiveness in meeting the requirements.

                  The contractor shall provide the company's standard commercial warranty coverage for all products furnished herein.

                  The Government reserves the right to require a subsequent or limited inspection report if changes are made to the Government's or contractor's technical data, or should the contractor make a significant change in the production processes and/or type of material.

\*\*\* END OF NARRATIVE E 001 \*\*\*

E-02                   In accordance with the specifications and Attachment 002, the contractor shall adhere to the acceptance and inspection specifications for the Ambersorb 348F.

\*\*\* END OF NARRATIVE E 002 \*\*\*

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<http://www.arnet.gov/far/>                   or                   [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

|   | <u>Regulatory Cite</u> | <u>Title</u>                         | <u>Date</u> |
|---|------------------------|--------------------------------------|-------------|
| 1 | 52.246-2               | INSPECTION OF SUPPLIES - FIXED-PRICE | AUG/1996    |
| 2 | 52.246-16              | RESPONSIBILITY FOR SUPPLIES          | APR/1984    |

**Name of Offeror or Contractor:** ROHM AND HAAS COMPANY

DELIVERIES OR PERFORMANCE

F.01                    The contractor shall manufacture and make delivery by April 30, 2005.

\*\*\* END OF NARRATIVE F 001 \*\*\*

F-02 THE CONTRACTOR SHALL ADHERE TO THE FOLLOWING:

POINT OF MANUFACTURE:

ROHM & HAAS PHILADELPHIA PLANT  
5000 RICHMOND STREET  
PHILADELPHIA, PA 19137-1815  
CAGE CODE: 5D384

SHIPPING POINT:

G&A WAREHOUSE  
3800 MARSHALL LANE  
BENSALEM, PA 19020

\*\*\* END OF NARRATIVE F 002 \*\*\*

F-03 THE SHIPPING POINT IS:

ROHM & HAAS PHILADELPHIA PLANT  
5000 RICHMOND STREET  
PHILADELPHIA, PA 19137-1815

F-04 DELIVERY SCHEDULE:

U.S. ARMY PINE BLUFF ARSENAL  
DEP OP FLD SVC STK NON AMMO  
53 990 507TH STREET  
PINE BLUFF AR 71602-9600

F-05                      FOB TERMS: DESTINATION

\*\*\* END OF NARRATIVE F 003 \*\*\*

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

|   | <u>Regulatory Cite</u> | <u>Title</u>  | <u>Date</u> |
|---|------------------------|---|-------------|
| 1 | 52.211-17              | DELIVERY OF EXCESS QUANTITIES                           | SEP/1989    |
| 2 | 52.242-15              | STOP-WORK ORDER   | AUG/1989    |
| 3 | 52.242-17              | GOVERNMENT DELAY OF WORK                                | APR/1984    |
| 4 | 52.247-34              | F.O.B. DESTINATION                                      | NOV/1991    |
| 5 | 52.247-35              | F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES         | APR/1984    |
| 6 | 52.247-48              | F.O.B. DESTINATION - EVIDENCE OF SHIPMENT               | FEB/1999    |
| 7 | 52.247-58              | LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS | APR/1984    |

|  |   |         |               |
|--|---|---------|---------------|
| CONTINUATION SHEET                                   | Reference No. of Document Being Continued |         | Page 12 of 22 |
|  | PIIN/SIIN W52H09-04-C-0043                | MOD/AMD |               |
| Name of Offeror or Contractor: ROHM AND HAAS COMPANY |   |         |               |

|   | Regulatory Cite         | Title                            | Date     |
|---|-------------------------|----------------------------------|----------|
| 8 | 52.247-4531<br>TACOM-RI | COGNIZANT TRANSPORTATION OFFICER | MAY/1993 |

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

Name of Offeror or Contractor: ROHM AND HAAS COMPANY

CONTRACT ADMINISTRATION DATA

| LINE    | PRON/<br>AMS CD/<br>ITEM | OBLG<br>ACRN              | STAT      | ACCOUNTING CLASSIFICATION | JOB<br>ORDER<br>NUMBER | ACCOUNTING<br>STATION | OBLIGATED<br>AMOUNT |
|---------|--------------------------|---------------------------|-----------|---------------------------|------------------------|-----------------------|---------------------|
| 0001AA  | S64ZB017PC<br>070011     | AA                        | 2         | 97 X4930AC61 6D           | 26FB S19130            | W13G07 \$             | 8,100,000.00        |
|         |                          |                           |           |                           |                        | TOTAL \$              | 8,100,000.00        |
| SERVICE |                          |                           |           |                           |                        | ACCOUNTING            | OBLIGATED           |
| NAME    | TOTAL BY ACRN            | ACCOUNTING CLASSIFICATION |           |                           | STATION                | AMOUNT                |                     |
| Army    | AA                       | 97                        | X4930AC61 | 6D                        | 26FB S19130            | W13G07 \$             | 8,100,000.00        |
|         |                          |                           |           |                           |                        | TOTAL \$              | 8,100,000.00        |

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SPECIAL CONTRACT REQUIREMENTS

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

|   | Regulatory Cite         | Title   | Date     |
|---|-------------------------|---|----------|
| 1 | 252.247-7023<br>DFARS   | TRANSPORTATION OF SUPPLIES BY SEA                     | MAY/2002 |
| 2 | 252.247-7024<br>DFARS   | NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA     | MAR/2000 |
| 3 | 52.246-4500<br>TACOM-RI | MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250) | NOV/2001 |

(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is thorntonjwria.army.mil. The data fax number for submission is 309.782.1218, ATTN: Ms. Jane E. Thornton.

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:

- (1) The FMS/MAP copies may be submitted to: NA

(End of Clause)

(HS6510)

|   |                         |                                     |          |
|---|-------------------------|-------------------------------------|----------|
| 4 | 52.233-4501<br>TACOM-RI | ALTERNATIVE DISPUTES REVIEW PROCESS | MAY/1994 |
|---|-------------------------|-------------------------------------|----------|

(a) In order to assist in the timely resolution of disputes or claims arising out of this project, this contract clause establishes an alternative disputes review process, to be brought into play by mutual agreement of the parties. When deemed mutually beneficial, a disputes review board will consider disputes referred to it and will provide non-binding recommendations to assist in the resolution of the differences between the Government and System Contractor (SC). Specific procedures to be followed for disputes by the Disputes Review Board will be decided upon by the Government and SC. Nothing herein shall limit the right of the parties to agree to any or all other alternate disputes review processes. However, the procedures below are general guides for establishing such procedures.

(b) Should a dispute arise between the Government and SC, either party may propose utilization of these procedures; and, upon agreement of both parties, the matter(s) in issue will be referred to the disputes review board. If such submittal to the board is not agreed to by the parties, the matter will be pursued under the normal claims and appeal procedures in accordance with FAR 52.233-1, Disputes - Alternate I, of the contract.

(c) The Disputes Review Board shall consist of one member selected by the Government and one member selected by the SC. The first two members shall be mutually acceptable to both the Government and the SC. The parties shall exchange lists of three individuals acceptable as a board member. The Government and the SC shall each select one individual from the other's list. If no individual on the first list is acceptable to the other party, a second list with three individuals will be proposed. If no one on the second list is

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|---|--|----------------------|
| <b>CONTINUATION SHEET</b>                                   | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W52H09-04-C-0043 <b>MOD/AMD</b> | <b>Page 15 of 22</b> |
| <b>Name of Offeror or Contractor:</b> ROHM AND HAAS COMPANY |  |                      |

acceptable to the other party, the selection process shall not continue and the mutual decision to submit the dispute to a Disputes Review Board shall be considered terminated.

(d) The two members acceptable to the Government and the SC will independently select the third member from a list of 10 names developed by the Government of individuals respected in the field of engineering and construction for their ability and integrity, one of whom should be acceptable. If the two members are unable to select the third member from this list, the decision to submit the dispute to a disputes review board shall be considered terminated. Except for fee-based consulting services on other projects, no board member shall have been employed by either party within a period of two years prior to award of the contract.

(e) The Government and the SC shall each be afforded an opportunity to be heard by the disputes review board and to offer evidence. The procedures for conducting such hearing shall be as mutually agreed to by Government and SC. The disputes review board recommendations toward resolution of a dispute will be given in writing to both the Government and the SC within 30 calendar days following conclusion of the proceedings before the disputes review board. Such recommendations are advisory and non-binding upon both the Government and the SC.

(f) Within 30 calendar days of receiving the disputes review board's recommendations, both the Government and the SC shall respond to the other in writing, signifying that the dispute is either resolved or remains unresolved. If the Government and the SC are able to resolve their dispute, the Government will expeditiously process any required contract modifications. Should the dispute remain unresolved after 30 calendar days following receipt of the Board's recommendations, the procedure will terminate and the SC will be entitled to pursue his claim under the disputes process.

(g) If at any time during the existence of the contract, the parties mutually agree that a disputes review board should be established for work performed under this contract, the Government and the SC shall commence the selection procedures, as above, and negotiate an agreement with their member within 30 calendar days. The selection of the disputes review board alternative disputes review procedure for resolution of contract disputes shall be void if the two members are unable to select a third member within 30 calendar days. This board shall serve during the existence of the contract, to attempt resolution of other disputes which may be mutually referred to the board.

(h) In appropriate cases, the SC and the Government may agree that a dispute should be submitted to the disputes review board, but that the dispute only warrants the mediation efforts of one board member. In such cases, the third board member will mediate the dispute without participation of the other two members.

(i) The disputes review board will formulate its own rules of operation, and may request of the Government that they visit the site to familiarize themselves with the controversy.

(j) Should the need arise to appoint a replacement board member, the replacement member shall be appointed in the same manner as the original board members were appointed. The selection of a replacement board member shall begin promptly upon notification of the necessity for a replacement and shall be completed within 30 calendar days.

(k) Compensation for the disputes review board members, and the expenses of operation of the board, shall be shared by the Government and contractor in accordance with the following:

- (1) The Government will compensate directly the wages and travel expense for its selected member.
  - (2) The SC shall compensate directly the wages and travel expense for its member.
  - (3) The Government and SC will share equally in the third member's wages and travel, and all other expenses of the board.
- (4) The Government, at its expense, will provide administrative services, such as conference facilities and secretarial services, to the board.
- (l) The establishment of the alternate disputes resolution procedure under this contract may be terminated at any time by written notice on the other party. Board members may withdraw from the board by providing notice. Board members may be terminated for cause only by their original appointer. Therefore, the Government may only terminate the Government's appointed member, the SC may only terminate the SC's appointed member, and the first two members must mutually agree to terminate the third member.

(m) The principal objective of the disputes review board is to assist in the resolution of disputes which would otherwise likely be resolved through the traditional litigation processes. It is intended that if mutually agreed to by the parties to constitute a disputes review board for the purpose of attempting to resolve contract disputes, that the mere existence of the board will encourage the Government and the SC to resolve potential disputes without the necessity of resorting to the formal appeal procedure under the Disputes clause of the contract.

(n) Primarily, the board will consider claims and disputes involving interpretation of the plans and/or specifications delays, acceleration of the work, scheduling, classification of extra work, changed conditions, design changes, and the like.

(o) If the board's recommendations do not resolve the dispute, all board findings and written recommendations, including any

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| <p style="text-align: center;"><b>CONTINUATION SHEET</b></p> | <p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p> <b>PIIN/SIIN</b> W52H09-04-C-0043 <b>MOD/AMD</b> </p> | <p style="text-align: center;"><b>Page 16 of 22</b></p> |
|--|---|---|

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minority reports, will be inadmissible in any subsequent litigation or hearing before the boards or courts contemplated by the Disputes clause procedures, involving the dispute at issue.

(End of Clause)

(HS7000)

|   |             |  |          |
|---|-------------|--|----------|
| 5 | 52.247-4545 | PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION | MAY/1993 |
|   | TACOM-RI    |  |          |

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? \_\_\_\_ YES \_\_\_\_ NO

If YES, give name of rail carrier serving it: \_\_\_\_\_

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: \_\_\_\_\_

Serving Carrier: \_\_\_\_\_

(End of Clause)

(HS7600)

|  |   |         |               |
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CONTRACT CLAUSES

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If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

|    | <u>Regulatory Cite</u> | <u>Title</u>  | <u>Date</u> |
|----|------------------------|---|-------------|
| 1  | 52.202-1               | DEFINITIONS   | DEC/2001    |
| 2  | 52.203-3               | GRATUITIES  | APR/1984    |
| 3  | 52.203-5               | COVENANT AGAINST CONTINGENT FEES  | APR/1984    |
| 4  | 52.203-8               | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY  | JAN/1997    |
| 5  | 52.203-10              | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY  | JAN/1997    |
| 6  | 52.203-12              | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS  | JUN/2003    |
| 7  | 52.204-4               | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER  | AUG/2000    |
| 8  | 52.209-6               | PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | JUL/1995    |
| 9  | 52.211-5               | MATERIAL REQUIREMENTS   | AUG/2000    |
| 10 | 52.211-15              | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS  | SEP/1990    |
| 11 | 52.212-4               | CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS   | OCT/2003    |
| 12 | 52.215-2               | AUDIT AND RECORDS - NEGOTIATION   | JUN/1999    |
| 13 | 52.219-8               | UTILIZATION OF SMALL BUSINESS CONCERNS  | OCT/2000    |
| 14 | 52.219-9               | SMALL BUSINESS SUBCONTRACTING PLAN  | JAN/2002    |
| 15 | 52.219-16              | LIQUIDATED DAMAGES - SUBCONTRACTING PLAN  | JAN/1999    |
| 16 | 52.222-19              | CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES   | SEP/2002    |
| 17 | 52.222-21              | PROHIBITION OF SEGREGATED FACILITIES  | FEB/1999    |
| 18 | 52.222-26              | EQUAL OPPORTUNITY   | APR/2002    |
| 19 | 52.222-35              | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS               | DEC/2001    |
| 20 | 52.222-36              | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES  | JUN/1998    |
| 21 | 52.222-37              | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS               | DEC/2001    |
| 22 | 52.223-6               | DRUG-FREE WORKPLACE   | MAY/2001    |
| 23 | 52.225-13              | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEVIATION)   | OCT/2003    |
| 24 | 52.229-3               | FEDERAL, STATE, AND LOCAL TAXES   | APR/2003    |
| 25 | 52.229-4               | FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)   | APR/2003    |
| 26 | 52.230-3               | DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES   | APR/1998    |
| 27 | 52.230-6               | ADMINISTRATION OF COST ACCOUNTING STANDARDS   | NOV/1999    |
| 28 | 52.232-1               | PAYMENTS  | APR/1984    |
| 29 | 52.232-8               | DISCOUNTS FOR PROMPT PAYMENT  | FEB/2002    |
| 30 | 52.232-11              | EXTRAS  | APR/1984    |
| 31 | 52.232-17              | INTEREST  | JUN/1996    |
| 32 | 52.232-18              | AVAILABILITY OF FUNDS   | APR/1984    |
| 33 | 52.232-23              | ASSIGNMENT OF CLAIMS - ALTERNATE I  | APR/1984    |
| 34 | 52.232-25              | PROMPT PAYMENT  | OCT/2003    |
| 35 | 52.232-33              | PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION  | OCT/2003    |
| 36 | 52.233-1               | DISPUTES  | JUL/2002    |
| 37 | 52.233-1               | DISPUTES - ALTERNATE I  | DEC/1998    |
| 38 | 52.233-3               | PROTEST AFTER AWARD   | AUG/1996    |
| 39 | 52.242-13              | BANKRUPTCY  | JUL/1995    |
| 40 | 52.243-1               | CHANGES - FIXED PRICE   | AUG/1987    |
| 41 | 52.244-6               | SUBCONTRACTS FOR COMMERCIAL ITEMS   | JUN/2003    |
| 42 | 52.246-1               | CONTRACTOR INSPECTION REQUIREMENTS  | APR/1984    |
| 43 | 52.247-63              | PREFERENCE FOR U.S. - FLAG AIR CARRIERS   | JUN/2003    |
| 44 | 52.248-1               | VALUE ENGINEERING   | FEB/2000    |
| 45 | 52.249-2               | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)   | SEP/1996    |
| 46 | 52.249-8               | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)  | APR/1984    |

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|    | Regulatory Cite       | Title  | Date     |
|----|-----------------------|--|----------|
| 47 | 52.253-1              | COMPUTER GENERATED FORMS   | JAN/1991 |
| 48 | 252.203-7001<br>DFARS | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES   | MAR/1999 |
| 49 | 252.204-7003<br>DFARS | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT   | APR/1992 |
| 50 | 252.205-7000<br>DFARS | PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS  | DEC/1991 |
| 51 | 252.209-7000<br>DFARS | ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY         | NOV/1995 |
| 52 | 252.219-7003<br>DFARS | SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)                                 | APR/1996 |
| 53 | 252.225-7004          | REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES  | APR/2003 |
| 54 | 252.225-7012<br>DFARS | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES  | FEB/2003 |
| 55 | 252.225-7013<br>DFARS | DUTY-FREE ENTRY  | APR/2003 |
| 56 | 252.226-7001<br>DFARS | UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (OCT 2003) | OCT/2003 |
| 57 | 252.231-7000<br>DFARS | SUPPLEMENTAL COST PRINCIPLES   | DEC/1991 |
| 58 | 252.242-7000<br>DFARS | POSTAWARD CONFERENCE   | DEC/1991 |
| 59 | 252.243-7001<br>DFARS | PRICING OF CONTRACT MODIFICATIONS  | DEC/1991 |
| 60 | 252.243-7002<br>DFARS | REQUESTS FOR EQUITABLE ADJUSTMENT  | MAR/1998 |
| 61 | 252.246-7000<br>DFARS | MATERIAL INSPECTION AND RECEIVING REPORT   | MAR/2003 |
| 62 | 52.203-6              | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT  | JUL/1995 |

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7210)

|    |          |                          |          |
|----|----------|--------------------------|----------|
| 63 | 52.203-7 | ANTI-KICKBACK PROCEDURES | JUL/1995 |
|----|----------|--------------------------|----------|

(a) Definitions.

Kickback, as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

Person, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

Prime contract, as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

|   |  |                      |
|---|--|----------------------|
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Prime Contractor, as used in this clause, means a person who has entered into a prime contract with the United States.

Prime Contractor employee, as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

Subcontract, as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

Subcontractor, as used in this clause (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

Subcontractor employee, as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback of 1986 (41 U.S.C. 51.58) (the Act), prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7211)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

|   |  |                      |
|---|--|----------------------|
| <b>CONTINUATION SHEET</b>                                   | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W52H09-04-C-0043 <b>MOD/AMD</b> | <b>Page 20 of 22</b> |
| <b>Name of Offeror or Contractor:</b> ROHM AND HAAS COMPANY |  |                      |

(End of Clause)

(IF7003)

65      52.222-20      WALSH-HEALEY PUBLIC CONTRACTS ACT      DEC/1996

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

(IF7114)

66      52.252-6      AUTHORIZED DEVIATIONS IN CLAUSES      APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

67      252.211-7005      SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS      FEB/2003  
DFARS

(a) Definition. ''SPI process,'' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in Excel format at <http://www.dcmam.mil/onebook/7.0/7.2/7.2.6/reports/modified.xls>

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,

(2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

|                           |  |                      |
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**Name of Offeror or Contractor:** ROHM AND HAAS COMPANY

SPI Process:\_\_\_\_\_

Facility: \_\_\_\_\_

Military or Federal Specification or Standard: \_\_\_\_\_

Affected Contract Line Item Number, Subline Item Number, Component, or Element: \_\_\_\_\_

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer;but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

(IA7009)

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LIST OF ATTACHMENTS

| List of<br>Addenda   | Title   | Date | Number<br>of Pages | Transmitted By |
|--|---|------|--------------------|----------------|
| Attachment 001   | SECTION D, PACKAGING AND MARKING REQUIREMENTS |      | 002                | DATA           |
| Attachment 002   | SECTION E, INSPECTION REQUIREMENTS            |      | 028                | DATA           |
| The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at <a href="https://aaais.ria.army.mil/aaais/SOLINFO/index.htm">https://aaais.ria.army.mil/aaais/SOLINFO/index.htm</a> . Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote. |   |      |                    |                |

| List of<br>Addenda | Title  | Date    | Number<br>of Pages |
|--------------------|--|---------|--------------------|
| Attachment 1A      | Instructions for Completing DD Form 1423                               | JUN 90  | 1 Pg               |
| Attachment 2A      | IOC Form 715-3   | FEB 96  | 2 Pgs              |
| Attachment 3A      | AMCCOM Form 71-R   | 01OCT88 | 2 Pgs              |
| Attachment 4A      | Guidance on Documentation of Contract<br>Data Requirements List (CDRL) |         | 2 Pgs              |
| Attachment 5A      | Disclosure of Lobbying Activities (SF-LLL)                             |         | 3 Pgs              |

(JS7001)

(End of Clause)